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AGREEMENT

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

SEP 28 2012

OFFICE OF
REPRESENTATION

by and between the

TOWN OF WALLKILL

and

CSEA, Local 1000 AFSCME,
AFL-CIO

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

OCT - 3 2012



ADMINISTRATION

Town of Wallkill Supervisor Unit I
Orange County Local 836

January 1, 2004 - December 31, 2007

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This Agreement made and entered into on the 26th day of September, 2005 by and between the Town of Wallkill, a municipal corporation and the Civil Service Employees Association, Inc., Local 1000, AFSCME, Town of Wallkill Supervisor Unit I, Orange County Local 836, as the exclusive representative for the purpose of collective negotiations and the settlement of grievances on behalf of the Town of Wallkill Unit I as set forth in PERB Case NO. C-4180.

ARTICLE 1

DEFINITIONS

Section 1.1-Town: The term "Town" shall mean the Town of Wallkill.

Section 1.2-Full Time Employee: The term "Full Time Employee" shall mean an employee of the Town who is appointed on a full time basis, and who is an employee included in the bargaining unit.

Section 1.3-Part Time Employee: The term "Part Time Employee" shall mean an employee of the Town who is appointed on a part time basis, and who works on a regular basis.

Section 1.4-Department: The term "Department" shall mean the following units of Town government: the office of the Town Supervisor; the office of the Assessor; the office of the Town Clerk; the office of the Tax Collector; the office of the Accountant; the Building Department; the Purchasing Department; the Water Department; the Sewer Department; the Planning Board; the Town Court; and the Town of Wallkill Dial-a-Bus.

Section 1.5-Union: The term "Union" shall mean the Civil Service Employees Association, Inc., Local 1000, AFSCME, Town of Wallkill Supervisor Unit I, Orange County Local 836.

Section 1.6-Board or Town Board: The term "Board" or "Town Board" shall mean the Town Board of the Town of Wallkill whose members consist of Town Supervisor and Town Councilmen.

Section 1.7-Town Supervisor: The term "Town Supervisor" shall mean the Town Supervisor of the Town of Wallkill.

Section 1.8: As used in this Agreement, any reference to an employee of the male gender(i.e.,he, his, him) is equally applicable to an employee of the female gender.

ARTICLE 2

RECOGNITION

The Town recognizes the Union as the exclusive bargaining representative of full time supervisory employees of the Town, that is, Assessor, Building Inspector, Accountant, and Sr. Account Clerk (Office Manager-Purchasing Agent), except managerial and confidential employees, other represented employees, Clerk to Justice, Clerk to Highway Superintendent/Commissioner of Public Works, Deputy Town Clerk, elected officials, Clerk to Town Supervisor, Deputy Tax Receiver, Planning Board Members, and Zoning Board Members.

ARTICLE 3

UNION CHECK OFF AND INDEMNIFICATION

Section 3.1-Dues Check-off: While this Agreement is in effect, the Town will deduct from the bi-weekly paycheck the regular monthly Union Dues for each employee in the bargaining unit for

whom there is on file with the Town a voluntary, effective check-off authorization. In addition, the Town shall recognize agency shop and shall deduct from all other employees in the unit after ninety (90) days of employment an agency shop fee equal to the amount of regular membership dues. The amounts so deducted shall be forwarded each calendar month, not later than the 15th day thereof, to the appropriate officer of the Union, together with a list of names (and amounts) for whom deductions have been made. If the employee has no earnings due for that pay period, the Union shall be responsible for collecting said dues. The Union agrees to refund to the Town any amount paid to the Union in error on account of this dues deduction provision. The Union may change the fixed, uniform dollar amount which shall be considered the regular monthly union dues once each year during the life of the Agreement. The Union will give the Town thirty(30) days notice of any such change in the amount of uniform union dues to be deducted.

Section 3.2-Union Indemnification: The Union shall indemnify, defend and save the Town harmless against any and all claims, demands, suits, or other forms of liability(monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the Town in complying with the provisions of this Article. If an improper deduction is make, the Union shall refund directly to the employee any such amount. Notwithstanding the foregoing, the terms of this section 3.2 shall not apply to a deliberate refusal on the part of the Town to act in accordance with the provisions of section 3.1 above.

ARTICLE 4

WAGES

Section 4.1-Annual Salary Rate:

(A) Effective January 1, 2004, a full time incumbent employee who is a member of the bargaining unit as of December 31, 2003 shall receive a three percent (3%) increase in the employee's annual salary rate in effect on December 31, 2003.

(B) Effective January 1, 2005, a full time incumbent employee who is a member of the bargaining unit as of December 31, 2004 shall receive a three percent (3%) increase in the employee's annual salary rate in effect on December 31, 2004.

(C) Effective January 1, 2006, a full time incumbent employee who is a member of the bargaining unit as of December 31, 2005 shall receive a three percent (3%) increase in the employee's annual salary rate in effect on December 31, 2005.

(D) Effective January 1, 2007, a full time incumbent employee who is a member of the bargaining unit as of December 31, 2006 shall receive a three percent (3%) increase in the employee's annual salary rate in effect on December 31, 2006.

Section 4.2-New Employee Annual Salary

Notwithstanding any annual salary rate paid to an incumbent employee, the Town has the sole and exclusive right to establish the annual salary rate for any other employee who is appointed to a position in the bargaining unit on or after January 1, 1999.

Section 4.3-Full Time Employee Stipend:

A full time employee active on the Town's payroll on the date of the signing of this contract shall receive a lump sum salary increase of \$100 for each complete year of full time service the

employee has with the Town effective January 1, 1999. One-half of the lump sum salary increase shall be made part of the eligible employee's base salary effective January 1, 1999 and the other half of the lump sum salary increase shall be made part of the eligible employee's base salary effective January 1, 2000.

Section 4.4-Hourly Rate of Pay:

A full time employee's hourly or straight time rate of pay shall be computed by dividing his annual salary rate, as set forth herein, by the number one thousand eight hundred twenty (1820).

ARTICLE 5

WORK SCHEDULE AND OVERTIME PAY

Section 5.1-Work Schedule:

An employee shall be present for work and available to perform his duties and responsibilities during regular Town business hours and at other times as needed. The Town Supervisor shall have the right to change an employee's schedule for purposes of operational needs and the efficiency of the Town, including but not limited to, requiring that an employee work additional hours. Individual employees and the Town Supervisor may enter into mutually satisfactory arrangements for the employee's work schedule.

Section 5.2-Overtime:

(A) An employee shall be entitled to overtime compensation, as herein provided, for hours actually worked in a pay period which are greater than the hours in the employee's pay period as provided by this contract. The employee must obtain approval from the Town Supervisor prior to working any overtime. In the event an employee is entitled to overtime compensation, the employee will receive compensatory time off in lieu of cash payment. Compensatory time off will be earned at the rate of time and one-half for each hour of overtime to which the employee is entitled.

(B) A request for use of accumulated compensatory time off shall be made, in writing, to the Town Supervisor and the Town Supervisor shall have sole discretion whether to grant or deny said request consistent with the operational needs of the Town. All compensatory time off must be used in the calendar year in which it is earned.

(C) The Town Supervisor shall have the right to require overtime work and employees may not refuse overtime assignments. Due consideration shall be given to the employee's personal circumstances.

Section 5.3: Overtime compensation shall not be paid to any employee more than once for the same hours under any provision of this Agreement, or under State or Federal law.

Section 5.4: This Agreement and its terms are not intended to provide a guarantee of hours of work per day, work period, month or years to any employee. This Agreement and its terms are not intended to establish a right to compensation in any form for time not worked except as specifically provided in this Agreement.

ARTICLE 6

VACATIONS

Section 6.1-Vacation Credit and Accumulation: A full-time employee shall earn and accumulate vacation credits at the completion of one (1) year of continuous full time service with the Town. A full time employee shall be credited with five (5) days paid vacation on his anniversary day following completion of one year of continuous service with the Town. Thereafter, a full time employee shall be credited with vacation days according to the following schedule:

Effective the anniversary date after
completion of # years continuous full
time service with Department.

Vacation Credited

2 years through and including 9 years:

Ten (10) work days

Over 9 years through separation
from Department:

Fifteen (15) work days

Notwithstanding the foregoing, employees who commenced continuous full time service with the Town prior to January 1, 1989, the following vacation accumulation shall apply:

Effective the anniversary date after completion of # years continuous full
time service with Department.

Vacation Credited

2 years through and including 9 years:

One (1) workday per
month following
completion of the
month.

Over 9 years through and including
15 years:

One and one-half (1.5)
work days per month
following completion
of the month.

Over 15 years through separation from
the Town:

Two (2) workdays per
month following the
completion of month.

Section 6.2-Vacation Scheduling: An employee shall submit to the Town Supervisor a vacation request no later than five work days prior to the time the employee seeks vacation time off. The employee must have the vacation time accumulation available for use at the time the employee makes use of the vacation time off. The employee's request shall be subject to approval by the Town Supervisor.

Notwithstanding the foregoing, a vacation request on less than five (5) working days notice may be submitted for the specific approval of the Town Supervisor. The Town Supervisor's decision on

whether to consider a vacation request on less than five days notice shall not be subject to review in any forum.

Vacation time off which has been approved may be canceled by the Town Supervisor in the event of emergency conditions. In the event of a need to cancel a vacation, due consideration shall be given to the employee's personal circumstances.

Section 6.3-Vacation Pay: Upon written request by an employee made at least seven (7) days in advance of vacation time off, the Town will make every effort to pay an employee's vacation time prior to the vacation period.

ARTICLE 7

SICK LEAVE

Section 7.1: Upon completion of six months of employment, a full time employee shall accrue one day of sick leave for each month of continuous service, the day to be credited after completion of the month of service.

Section 7.2: An employee on sick leave for a period in excess of seventy-two (72) consecutive hours may be required to provide a certificate from a doctor certifying the nature of the illness or injury and that the employee was unable to perform duty. Such certification shall be made on a form provided by the Town, and provide the information stated therein. The Town has the right to have an employee examined for fitness for duty. The Town shall incur all costs associated with any and all examinations for fitness for duty.

Section 7.3: The seventy-two(72) hour factor shall be computed from the time the employee notifies the Town that he is sick. An employee shall be presumed sick until reporting back that he is available for duty whether he is scheduled for duty or not.

Section 7.4: An employee shall be allowed to accumulate up to two hundred ten (210) days of accumulated sick leave.

ARTICLE 8

HOLIDAYS

Section 8.1: A full time employee shall receive the following twelve (12) days off and two (2) half-days as paid holidays:

- | | |
|-------------------------------------|-------------------------------------|
| 1. New Year's Day | 7. Columbus Day |
| 2. Martin Luther King, Jr. Birthday | 8. Veterans Day |
| 3. Presidents' Day | 9. Thanksgiving Day |
| 4. Memorial Day | 10. Friday after Thanksgiving |
| 5. Independence Day | 11. One-half day Christmas Eve Day |
| 6. Labor Day | 12. Christmas Day |
| | 13. One-half day New Year's Eve Day |

"Floating Holiday" to be scheduled and used by employee in accordance with existing policy and procedures regarding use of vacation time.

To be eligible to receive pay for any of the above-listed holiday, a full-time employee must be present in work on the employee's regular workday which precedes and which follows the holiday,

unless the employee has been approved in advance by the Department Head to use a vacation day, personal leave day or compensatory time off on the indicated workdays.

ARTICLE 9

PERSONAL LEAVE DAYS

Section 9.1: A full time employee shall be eligible for personal leave after six (6) months of continuous service with the Town.

Section 9.2: A full time employee shall be eligible for two personal leave days in the first calendar year of employment after completion of the aforementioned six (6) month period. Thereafter, in the following calendar years, a full time employee will be eligible for four (4) days of personal leave.

Section 9.3: Personal leave as set forth in Section 9.2 may be used by an employee on twenty-four (24) hours prior written notice and requests shall be made in writing to the Town Supervisor. A request for use of personal leave time may be made on less than twenty-four (24) hours notice with the specific approval of the Town Supervisor. The Town Supervisor's decision on whether to consider a personal leave time request on less than twenty-four (24) hours notice shall not be subject to review in any forum.

Section 9.4: Use of personal leave shall be at the discretion of the Town Supervisor, and the Town Supervisor shall not arbitrarily deny use of personal leave. In no event may an employee use two consecutive days of personal leave.

Section 9.5: An employee shall be required to utilize a personal leave day or available compensatory time in the event the employee is unable to report to work as scheduled due to weather conditions.

Section 9.6: In the event an employee is unable to use personal leave in the calendar year in which it is accrued, the time shall be added to the employee's sick leave accrual.

ARTICLE 10

BEREAVEMENT LEAVE

Section 10.1: A full time employee who is necessarily absent from duty because of the death of an immediate member of his family shall be granted leave not to exceed five (5) calendar days in any calendar year for each such death. The employee shall be paid only for those days during the five-day period on which he was previously scheduled to work.

Section 10.2: Immediate family is defined as husband, wife, father, mother, son, daughter, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law of the employee.

Section 10.3: A full time employee who is necessarily absent from duty because of the death of a grandparent shall be granted leave not to exceed three (3) calendar days in any calendar year for each such death.

ARTICLE 11
LEAVE OF ABSENCE

Section 11.1: After two years of continuous full time employment with the Department, a full time employee may request an unpaid leave of absence for a period not to exceed one (1) year.

Section 11.2: A request for an unpaid leave of absence shall be made to, and will be at the discretion of, the Town Supervisor.

Section 11.3: Under no circumstances may an employee's period of unpaid leave of absence exceed one (1) year.

ARTICLE 12
PENSION

Employees shall continue to receive the pension and benefits currently provided by the Town pursuant to the Retirement and Social Security Law which includes the benefits stated in sections 41j and 60 b of the law.

ARTICLE 13
HEALTH INSURANCE

Section 13.1: After 90 days of continuous service a full time employee shall receive health insurance coverage as is currently provided by the Town. The actual date of commencement of health insurance coverage after the waiting period set forth above shall be determined by the health insurance carrier(s).

Section 13.2: The Town retains the right to change health insurance coverage and health carrier(s) on thirty (30) days notice provided that such change is comparable to the health insurance coverage then being provided to members of the bargaining unit and further provided such new coverage provides no less health insurance benefits than is at the time provided to other full time employees of the Town.

Section 13.3: The Town shall not be required to provide health insurance coverage to an employee who is eligible for coverage by reason of a relationship to another Town employee.

Section 13.4: A full time employee who has been employed for fifteen years of continuous service with the Town and who retires and receives a pension from the New York State Employees Retirement Systems shall be provided the health insurance coverage the employee was receiving at the time the employee retired from Town service.

Section 13.5: A full time employee may opt to decline and waive health insurance coverage provided by the Town where the employee has other health coverage and in accordance with the terms set forth in Appendix C attached hereto. An employee who declines and waives health insurance coverage as provided in Appendix B shall receive one hundred dollars (\$100.00) per month of the savings in premium costs realized by the Town for each whole month the employee declines and waives health insurance coverage. The terms set forth in Appendix B shall apply to employee declination and waiver of health insurance because he is eligible for coverage under the health insurance benefit provided by the Town to another Town employee shall not be eligible for the premium savings provided herein.

Section 13.6: An employee who declines and waives may enroll for health insurance coverage for such periods the employee has not been received a payment of premium savings as provided in Section 13.5 above. Re-enrollment for health insurance shall be subject to and conditioned on complete execution and submission of appropriate papers as may be required for such purpose and to the requirements of health insurance administrator.

ARTICLE 14

DENTAL INSURANCE

Section 14.1: After 90 days of continuous service a full time employee shall receive the CSEA Employee Benefit Fund Dental Plan dental insurance coverage as is currently provided by the Town. The actual date of commencement of dental insurance coverage after the waiting period set forth above shall be as determined by the dental insurance carrier(s).

Section 14.2: The Town retains the right to change dental insurance coverage and the dental carrier on thirty (30) days notice provided that such change is comparable to the dental insurance coverage then being provided to members of the bargaining unit and further provided such new coverage provides no less dental insurance benefits than is at the time provided to other full time employees of the Town.

ARTICLE 15

OPTICAL COVERAGE

Section 15.1: After 90 days of continuous service a full time employee shall receive the CSEA Employee Benefit Fund Optical Plan optical insurance coverage as is currently provided by the Town. The actual date of commencement of optical insurance coverage after the waiting period set forth above shall be as determined by the optical insurance carrier(s).

Section 15.2: The Town retains the right to change optical insurance coverage and the optical carrier on thirty (30) days notice provided that such change is comparable to the optical insurance coverage then being provided to members of the bargaining and further provided such new coverage provides no less optical insurance benefits than is at the time provided to other full time employees of the Town.

ARTICLE 16

DISABILITY INSURANCE

The Town shall continue to provide to full time employees disability insurance coverage through the State Insurance Fund to the extent currently provided by the Town.

ARTICLE 17

ADDITIONAL FRINGE BENEFITS

Any fringe benefit which is provided to an employee by reason of employment with the Town which is not specifically provided in this collective bargaining agreement, may be withdrawn by the Town Supervisor. By way of example and not as limitation, such a fringe benefit would include a car provided by the Town which an employee may operate for personal use.

ARTICLE 18
OUTSIDE EMPLOYMENT

Section 18.1: An employee shall not be employed by employers other than the Town, nor shall he contract for or accept anything of value in return for services, nor shall he otherwise be self-employed for remuneration, where such employment:

- (A) results in a conflict of interest;
- (B) results in outside work during an employee's work shift;
- (C) involves the use of Town equipment or supplies;
- (D) infringes on his ability to do his job for the Town.

Section 18.2: An employee whose outside employment raises or involves any of the above circumstances may seek the written approval of the Town Supervisor to engage in or continue to engage in such employment. The decision of the Town Supervisor shall be final and binding and not subject to any review.

ARTICLE 19
RESIDENCY REQUIREMENT

Section 19.1: Within ninety (90) days of the signing of this Agreement or within ninety (90) days of an employee's hire by the Town, whichever later occurs, an employee shall reside within one hour travel time to Town Hall at all times. Notwithstanding the foregoing, any residency requirements established by law shall continue to apply.

Section 19.2: An employee's failure to establish residency as set forth above in section 19.1 shall disqualify an employee from employment with the Town.

Section 19.3: Exceptions to the residency requirement stated above and consistent with the requirements of law may be made by the Town Supervisor upon timely application by an employee. An employee's request for an exception to the residency requirement must be made in writing no later than 10 days prior to the ninety day period referred to in Section 19.1 and must contain reason(s) for the request and a statement as to whether the employee has an intention to reside consistent with the requirements of Section 19.1 at a future time. The Town Supervisor's decision whether to grant or deny such request shall not be subject to review under the terms of this contract or in any other forum.

ARTICLE 20
RECOVERY OF TRAINING COSTS

Section 20.1: In the event the Town provides or pays for a training course for a full time employee and in the event the employee voluntarily separates from the Town within two years of the date of completion of training, the employee shall reimburse the Town for all expenses, as defined below, paid by the Town during or in conjunction with the training, according to the following pro-rated schedule:

<u>Time Period</u>	<u>Reimbursement</u>
Within one year of completion training.	Reimbursement of 100% of the cost of expenses during training.
After one year and before two years after completion of training.	Reimbursement of 50% of the cost of expenses during training.

Section 20.2: Expenses related to the cost of training include, but are not limited to, any reimbursement for the cost of travel, lodging, meals, books, tuition, or other cost associated with training, as the case may be, but shall not include the cost of wages and benefits provided to the employee during such training period. For the purpose of this Agreement, a voluntary separation shall include a provoked discharge which is hereby defined to be a discharge occasioned by a deliberate or willful act at least partially motivated by an intention to avoid the reimbursement obligation under the terms of this Agreement. A voluntary separation shall not include a lay off or the retirement of employee(s). The amount owed for reimbursement by the employee pursuant to the above formulae shall be reduced by any other payment(s) which may be received by the Town for recovery of the employee's training cost pursuant to law.

Prior to seeking legal recourse to obtain reimbursement, the Town shall liquidate any accrued paid leave, other than leave for reason of illness or disability, as may be necessary to obtain full reimbursement pursuant to this provision of the contract.

Section 20.3: Should it be necessary for the Town to initiate litigation in order to secure reimbursement pursuant to this provision of the contract and should the Town prevail, the individual responsible for reimbursement shall in addition reimburse the Town for all its legal expenses associated with the proceeding.

Section 20.4: A copy of this language of the contract shall be provided to all individuals interviewed for employment with Town; provided, however, the failure of the Town to do so shall not affect the obligation of an individual for reimbursement in accordance with the terms of this Agreement.

Section 20.5: Actions taken under this Article shall not be arbitrable.

ARTICLE 21

GRIEVANCE PROCEDURE

Section 21.1: All alleged grievances will be settled amicably where possible and informal avenues of relief will be fully utilized before the formal grievance procedure provided herein will be employed. For purposes of the contractual grievance procedure, the term "grievance" shall mean a claim of violation or misinterpretation of this Agreement, except for those matters which the employee and/or the Union has raised in other forums which are provided by law, such as, by way of example and not limitation, a claim of discrimination under the human rights statutes.

Section 21.2: An employee shall have the right to be represented by the Union at each stage of the grievance procedure and shall not incur coercion or interference from any Town official as the result of presenting a grievance.

Section 21.3-Step I: An aggrieved employee and, at the employee's option, a representative of the Union, will meet informally with the Town Supervisor on an informal basis to address the grievance. An alleged grievance shall be initiated at Step I within thirty (30) days after the occurrence of the event(s) from which the grievance arose, or the grievance shall be deemed waived. The Town Supervisor may conduct an investigation of the alleged grievance and may have additional meetings with the aggrieved employee(s) and/or the Union concerning the alleged grievance. The Town Supervisor shall answer the grievance no later than five (5) working days after the final meeting regarding the grievance.

Section 21.3-Step II: In the event the grievance is not resolved at Step I, the aggrieved employee shall present a written grievance to the Town Board. The written grievance shall set forth the contract clause or article alleged to have been violated or misinterpreted, the date(s) of the alleged occurrence, a statement of facts (including names of persons involved and a factual description of the events) and the remedy sought, and the written grievance shall be signed by the aggrieved employee(s). A grievance appeal must be filed with the Town Board no later than fourteen (14) days after the Town Supervisor's answer. A written grievance may be filed with the Town Board by delivery to the office of the Town Supervisor.

Section 21.4: The Town Board or a representative of the Board may investigate the circumstances of the grievance and in this connection may meet with Town employees, officials and/or representatives of the Union. The Town Board will meet with the employee and, at the employee's option, a representative of the Union. The meeting with the Town Board and the employee will occur no later than the second regularly scheduled Town Board meeting following submission of the written grievance by the employee to the Town Board. The employee will be provided a full and fair opportunity to present information in support of his grievance. The Town Board or its representative shall respond to the Union within fourteen (14) days of the final meeting with the aggrieved employee described herein. The answer given by or on behalf of the Town Board shall include a statement of reason(s) for the decision rendered.

Section 21.5: The decision by the majority of the Town Board members on a grievance shall be final and binding, and not subject to review under any procedures set forth in this Agreement.

ARTICLE 22

EDUCATIONAL REIMBURSEMENT

An employee may request tuition reimbursement for courses that are job related pursuant to Town Board policy. Every effort will be made to consider the employee's request at the next Town Board meeting, provided the request is made a reasonable period of time in advance of the meeting. The employee will be given written notification of the Town Board's decision on his request.

ARTICLE 23

MANAGEMENT RIGHTS

Section 23.1: Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively with the Town, including but not limited to, the rights, in accordance with the sole and exclusive judgment and direction: to plan, direct, control and determine all the operations and services of the Town; to supervise and direct the working forces; to establish the qualifications for employment and salary rates for new hires; to hire and promote employees, and otherwise to fill

vacancies in the bargaining unit, to demote, to layoff and recall employees to work; to schedule and assign work; to assign employees to any work location under the auspices of Town government and perform duties consistent with the employee's position; to establish work and productivity standards and from time to time, to change those standards; to determine the amount of and employees assigned to work overtime; to determine the number of employees to be employed; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to contract and/or assign work to be performed by persons outside the bargaining unit; to make, alter, delete and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to discipline, suspend and discharges employees (probationary employees without just cause); to change or eliminate existing methods, equipment, or facilities; and to carry out the mission of the Town. The Town's failure to exercise any right, prerogative, or function hereby reserved to it, or the Town's exercise of any such right, prerogative or function in a particular way, shall not be considered a waiver of the Town's right to exercise such right, prerogative, or function, or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

Section 23.2: In the event the Town decides to exercise its right to contract and/or assign work to be performed to persons outside Town employment (i.e., third party vendor) and such action will result in bargaining unit members being separated from Town service, the following terms shall apply.

The Town will notify the Union no less than thirty (30) calendar days prior to issuance of the Town's intention to issue a public notice of requests for bids and a description of the scope of work to be performed. A copy in writing of the public notice and description of the scope of work shall be provided to the Union at the time of notification by the Town or as soon as practicable thereafter.

The Union shall have the right to submit a response to the notice of requests for bids and description of the scope of work to be performed during the time period ending no sooner than thirty (30) calendar days after the public notice of requests for bids is formally made.

Section 23.3: In the event the Town decides to accept a bid and enter into an agreement with a third party vendor to perform work which has been performed by members of the bargaining unit and members of the bargaining unit will be separated from Town service as a direct result of the award of the contract, the Town shall provide the affected employees and the Union with fourteen (14) days notice of the separation from service.

Section 23.4: A member of the bargaining unit who is separated from service as a direct result of the award of a contract to a third party vendor as described in this Article 23 shall receive cash payment for accrued and unused vacation leave, personal leave and compensatory time. Notwithstanding the foregoing, if the employee obtains employment with the third party vendor hired by the Town to perform the work and the third party vendor provides the employee at the time of hire with credit for some or all of the accrued and unused vacation leave, personal leave and compensatory time, the employee will not be paid by the Town for such time which is credited by the third party vendor.

Section 23.5: A member of the bargaining unit who is separated from service as a direct result of the award of a contract to a third party vendor as described in this Article 23 and who was receiving at the time of separation health and hospital insurance coverage from the Town pursuant to sections 13.1 and 13.2 of this agreement shall continue to receive such health and

hospital coverage for a period of twelve weeks following such separation from service. Notwithstanding the foregoing, if the employee obtains employment with the third party vendor hired by the Town to perform the work and the third party vendor provides the employee with health and hospital insurance coverage during this twelve (12) week period, the employee shall not continue to be covered under the Town's health and hospital insurance coverage for any period the employee is covered by the third party vendor's health and hospital insurance coverage.

Section 23.6: A full time member of the bargaining unit who is separated from service as a direct result of the award of a contract to a third party vendor as described in this Article 23 shall receive a severance payment from the Town in accordance with the following schedule:

<u>Length of Continuous Service with the Town</u>	<u>Weeks of Pay at Rate in Effect at Time of Separation</u>
One year up to four full years inclusive:	Three weeks
Four years up to six full years inclusive:	Five weeks
Six years up to eleven full years inclusive:	Seven weeks
Eleven years up to sixteen full years inclusive:	Nine weeks
Sixteen years up to twenty- one full years inclusive:	Eleven weeks
More than twenty-one full years:	Thirteen weeks

A part time member of the bargaining unit shall be paid severance for the number of hours per week the employee has worked on a regular and continuing basis and for the number of weeks based on years of continuous service as set forth above.

Notwithstanding the foregoing, if the employee accepts employment with the third party vendor hired by the Town to perform the work and commences work within a one year period after the employee is separated from Town service as provided herein, the employee shall not be entitled to receive severance pay from the Town and shall reimburse to the Town any severance pay which may have been made by the Town to or on behalf of the employee.

ARTICLE 24

RULES AND REGULATIONS

Section 24.1: An employee shall be required to comply with all rules and regulations, policies and procedures of the Town.

Section 24.2: New or revised rules, regulations, policies and procedures may be established from time to time. Except in an emergency, the Union will be given notice of proposed changes and a reasonable opportunity to discuss such changes with the Town Supervisor before they are finalized, and absent emergency such changes will be posted for no less than seven (7) days before they become effective and enforceable.

ARTICLE 25

WORKING CONDITIONS

Section 25.1: The terms of this Agreement shall not apply to other part time or special employment with the Town held by members of bargaining unit. For example, the terms of this Agreement shall not apply to work for boards or commissions employee may accept, and both the Town and employees retain the flexibility to continue to make such non-bargaining unit work assignments.

Section 25.2: Employees shall be subject to an one year probationary period.

Section 25.3: Family and Medical Leave Act of 1993.

The Town may require that any employee requesting leave under the terms of the Family and Medical Leave Act of 1993 utilize accrued paid time off (vacation, personal or compensatory time off, and sick leave as provided by the contract) before any non-paid time of shall be utilized.

Section 25.4: An employee separated from the Town for cause or who voluntarily resigns his position in lieu of presentment of disciplinary charges shall not receive payment for accrued leave time and compensatory time.

Section 25.5: Work uniforms shall be provided by the Town for the Building Inspector.

ARTICLE 26

TOWN SUPERVISOR OR TOWN SUPERVISOR'S DESIGNEE

Where references in this Agreement are made to an action or decision by the Town Supervisor, said action or decision can be taken or made by the Town Supervisor, the Town Supervisor's designee.

ARTICLE 27

NO STRIKE PLEDGE

The Union, its officers agents, members and employees shall not instigate, promote, sponsor, engage in, or condone any strike (as defined by the Taylor Law), slowdown, concerted stoppage of work, or any other intentional disruption of the operations of the Department or the Town, regardless of the reasons for doing so. The Union agrees that at the request of the Town, it will encourage and direct employees violating this Article to cease such strike activity and to return to work, and that the Union will institute internal Union disciplinary procedures against members who refuse to cease such strike activity or to return to work.

ARTICLE 28

DURATION AND SCOPE OF AGREEMENT

Section 28.1-Duration: This Agreement shall become effective immediately after midnight of December 31, 2003 and shall continue in full force and effect through midnight December 31, 2007, subject to the provisions of Section 209-a.1.e of the Taylor Law.

Section 28.2-Complete Agreement: The parties agree that the written terms of the collective bargaining agreement supersede all prior practices and agreements, whether written or oral, unless expressly stated to the contrary in the collective bargaining agreement, and that the collective bargaining agreement constitutes the complete and entire agreement between the parties.

Section 28.3-Separability: If any term or provision of this Agreement is at any time during the life of this Agreement, adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable, but such invalidity or unenforceability shall not impair or affect any other terms or provision of this Agreement.

Section 28.4-Taylor Law Notice: IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF, the parties have executed this document by their duly authorized representative this 26th day of Sep. 2005.

THE TOWN OF WALLKILL

BY: John Ward

John Ward, Supervisor

Witness

CIVIL SERVICE EMPLOYEES ASSOC., INC.,
LOCAL 1000, AFSCME
TOWN OF WALLKILL SUPERVISOR UNIT I
ORANGE COUNTY LOCAL 836

Philip R. Sales

Betty A. Jasoka

William J. Dwyer

Eugene Jacques

Elyse Blum

CSEA Collective Bargaining Specialist

SIDE LETTER RE: VACATION CARRY OVER

Date

RE: Town of Wallkill and Department
Supervisors Unit CSEA Unit I
Incumbent Employee Vacation Carry Over.

Dear:

This letter will serve to confirm our understanding regarding vacation carry over by full time employees currently employed in the Department Supervisors Unit, CSEA Unit I. The parties have agreed in connection with the negotiation of the Department Supervisors Unit, CSEA Unit I collective bargaining agreement that those persons currently employed in the bargaining unit, to wit, Betty Jaroka, Philip Saler, Edwin Steenrod, and Molvina Wanat, shall be able to carry over up to thirty (30) days of vacation time off. If one of the employees wishes to carry over more than thirty (30) days of vacation, he or she may make such request to the Town Supervisor. The Town Supervisor's decision on a request to carry over more than thirty (30) days vacation shall not be subject to review in any forum.

Vacation time which remains unused at the time of the above named employee's retirement from Town service, and was carried over in accordance with the terms stated above, shall be paid at the salary rate in effect at the time of retirement.

The terms of this side letter agreement shall not be precedent for and shall not be referred to in any other matter or proceeding involving the Town and employees represented by the Civil Service Employees Association, Inc.

If the foregoing comports with your understanding of our agreement, please sign the four original copies of this letter in the space designated below. Two original signature copies are provided for the Union's files and I ask that you return the other executed original signature copies to the Town

For the Town of Wallkill

Howard Mills, III, Supervisor

For the Department Supervisors Unit
CSEA Unit I

Glenn H. Blackman

Date